Issued By: CHICAGO TITLE INSURANCE COMPANY by its agent:



Guarantee/Certificate Number:

70033000

CHICAGO TITLE INSURANCE COMPANY, a corporation, herein called the Company,

### **GUARANTEES**

Tryg Fortun and Barbara Fortun, husband and wife

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### LIABILITY EXCLUSIONS AND LIMITATIONS

- 1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
- The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Ticor Title Company 701 5th Ave., Ste. 2560 Seattle, WA 98104

Countersigned By:

Authorized Officer or Agent

Chicago Title Insurance Company

By:

President

Attest:

Secretary

### **ISSUING OFFICE:**

Title Officer: Mike Wilson Ticor Title Company 701 5th Ave., Ste. 2560 Seattle, WA 98104

Phone: 253-765-7258 Fax: 877-521-9938 Main Phone: (425)255-7575 Email: mike.wilson@ticortitle.com

### **SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$250.00	\$24.00

Effective Date: September 11, 2015 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

Tryg Fortun and Barbara Fortun, husband and wife

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A** 

## **EXHIBIT "A"**

Legal Description

LOTS 1 THROUGH 8, BLOCK 75, THE CITY OF DES MOINES, ACCORDING IN VOLUME 4 OF PLATS, PAGE 33, IN KING COUNTY, WASHINGTON.	TO THE PLAT	THEREOF, RECORDED

### SCHEDULE B

1. Easement(s) and the terms and conditions thereof:

Granted to: Puget Sound Power & Light Company, a Washington Corporation

Purpose: Underground electric transmission and/or distribution system together with all necessary

or convenient appurtenances

Recording Date: September 1, 1992 Recording No.: 9209010438

Affects: The South 10 feet of the East 10 feet of Lot 8

Contains covenant prohibiting structures over said easement or other activities which might endanger the underground system.

Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of The City of Des Moines:

Volume 4, Page 33

3. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2015 Tax Account Number: 200660-1040-07

Levy Code: 1105
Assessed Value-Land: \$552,000.00
Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed: \$8,326.93

Paid: \$4,163.47 Unpaid: \$4,163.46

4. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

LTS. 1 - 8, BLK. 75, THE CITY OF DES MOINES

Tax Account No.: 200660-1040-07

The Public Records indicate that the address of the improvement located on said Land is as follows:

22607 Marine View Drive South Des Moines. WA 98198

### **SCHEDULE B**

(continued)

**END OF SCHEDULE B** 



# Cover Page Order #: 70033000

Searched By: Created On: TICNA1192

9/17/2015 1:16:53 PM

Company: TICOR TITLE/RENTON/1 CRN: 0001100092

	State / County	Req. Pages	Copies	Status/Comment
©ORDER 70033000				
<b>■</b> PROPERTY				
IMAGE: KC:2004 20040220000373	WA / KING	All	1	
IMAGE: KC:2012 20120323001749	WA / KING	All	1	

AFTER RECORDING MAIL TO. STEGIN, L.L.C P O. BOX 98998 DES MOINES, WA 98198



PAGE001 OF 001

Filed for Record at Request of Des Moines Escrow, Inc. Escrow Number 4393

### **Statutory Warranty Deed**

Grantor(s) BLAIS ENTERPRISES, INC.

Grantee(s) STEGIN, L.L.C.

Abbreviated Legal Lot 1-8, Block 75, as per Plat recorded in Volume 4 of Plats,

Page 33 inclusive, records of KING County, WA

Additional legal(s) on page

Assessor's Tax Parcel Number(s) 200660-1040-07

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION WHICH IS PAID TO A QUALIFIED INTERMEDIARY AS PART OF AN I.R.C. SECTION 1031 DEFERRED EXCHANGE

in hand paid, conveys and warrants to STEGIN, L.L.C., a Washington Limited Liability

the following described real estate, situated in the County of KING, State of Washington LOTS 1 THROUGH 8, BLOCK 75, THE CITY OF DES MOINES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 33, IN KING COUNTY, WASHINGTON.

/	
Dated this 18 day of February	ny 2004
By BLAIS ENTERPRISES, INC.	<i>О</i> Ву
By Alika J. Weiss, PRESIDENT	By
STATE OF WASHINGTON	}
County of KING	SS:
	sfactory evidence that DELOY L. WEISS  are the person s who appeared before that She signed this instrument, on oath stated that acknowledge it as the PRESIDENT
	of BLAIS ENTERPRISES, INC.
to be the free and voluntary act of such p Dated 2/18/04	arty for the uses and purposes mentioned in this instrument
SUSAN M. BERRY	SUSAN M. BERRY  Notary Ruble in and for the State of WASHINGTON  Residing at REDONDO
STATE OF WASHINGTON	My appointment expires 4/23/2004
SUSAN M. BERRY STATE OF WASHINGTON NOTARYPUBLIC MY COMMISSION EXPIRES 4-23-04	
L	

Page 1

LPB-10

Order: 70033000 Doc: KC:2004 20040220000373

### CHICAGO TITLE INSURANCE COMPANY A L.T.A COMMITMENT SCHEDULE B (Continued)

Order No 001123809 Your No

### SPECIAL EXCEPTIONS

1. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF

GRANTEE

PUGET SOUND POWER & LIGHT COMPANY,

A WASHINGTON CORPORATION

PURPOSE

UNDERGROUND ELECTRIC TRANSMISSION

AREA AFFECTED.

AND/OR DISTRIBUTION SYSTEM THE SOUTH 10 FEET OF THE EAST 10

FEET OF LOT 8

RECORDED

SEPTEMBER 1, 1992

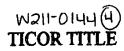
RECORDING NUMBER

9209010438

CONTAINS COVENANT PROHIBITING STRUCTURES OVER SAID EASEMENT OR OTHER ACTIVITIES WHICH MIGHT ENDANGER THE UNDERGROUND SYSTEM.







### AFTER RECORDING RETURN TO

Ken Davidson Davidson, Czeisler & Kilpatric, P.S. P.O. Box 817 Kirkland, WA 98083



E2535260

PAGE-001 OF 001

### TRUSTEE'S DEED

Davidson, Czeisler & Kilpatric, P.S., the GRANTOR, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to Tryg Fortun and Barbara Fortun, husband and wife, hereinafter referred to as GRANTEE, that real property, situated in the County of King, State of Washington, described as follows:

LOTS 1 THROUGH 8, BLOCK 75, THE CITY OF DES MOINES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 33, IN KING COUNTY, WASHINGTON.

Tax Parcel Number: 200660-1040-07

the postal address of which is more commonly known as: 22607 Marine View Dr.

S., Des Moines, WA 98198.

### **RECITALS:**

TICOR TITLE COMPANY has placed this document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document

- 1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust dated January 27, 2004 recorded February 20, 2004 under Auditor's File No. 20040220000374, records of King County, Washington from Stegin, LLC, as Grantor, to Davidson, Czeisler & Kilpatric, P.S., as Successor Trustee, to secure an obligation in favor of Tryg Fortun and Barbara Fortun, husband and wife, as Beneficiary.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the sum of \$400,000.00 with interest thereon, according to the terms thereof, in favor of Tryg Fortun and Barbara Fortun, and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
- 3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.

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Order: 70033000 Doc: KC:2012 20120323001749 Page 1 of 4 Created By: ticna1192 Printed: 9/18/2015 12:19:46 AM IST

- 4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or their successor in interest, and a copy of said Notice was posted or served in accordance with law.
- 5. Tryg Fortun and Barbara Fortun, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or its authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.
- 6. The defaults specified in the Notice of Default not having been cured, the Trustee, in compliance with the terms of said Deed of Trust, executed and on December 7, 2011, recorded in the office of the Auditor of King County, Washington, a Notice of Trustee's Sale of said property which was recorded under King County Recording No. 20111207000223.
- 7. The Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale on the steps in front of the entrance to the Emerald Building, at 520 Kirkland Way in the City of Kirkland, State of Washington, a public place, on the 16<sup>th</sup> day of March, 2012, at the hour of 10:00 a.m., and in accordance with law caused copies of the statutory Notice of Trustee's Sale to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Trustee caused a copy of said Notice of Trustee's Sale to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the sale; and further, included with this Notice, which was transmitted to or served upon the Grantor or their successor in interest, a Notice of Foreclosure in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.
- 8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.
- 9. All legal requirements and all provisions of said Deed of Trust have been complied with as to acts to be performed and notices to be given, as provided in Revised Code of Washington, Chapter 61.24 et seq.
- 10. The defaults specified in the Notice of Trustee's Sale not having been cured no less than eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on March 16, 2012, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$587,927.53 by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

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11. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.

DATED: March <u>16</u>, 2012

DAVIDSON, CZEISLER & KILPATRIC, P.S.

Successor Trustee

Page 3 of 4

Kenneth H. Davidson President, WSBA #602

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Order: 70033000 Doc: KC:2012 20120323001749

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STATE OF WASHINGTON	)
	) ss
COUNTY OF KING	)

I certify that I know or have satisfactory evidence that KENNETH H. DAVIDSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged he is President of Davidson, Czeisler & Kilpatric, P.S., the Successor Trustee, and executed this instrument on behalf of the Successor Trustee as its free and voluntary act as such for the uses and purposes mentioned in the instrument.

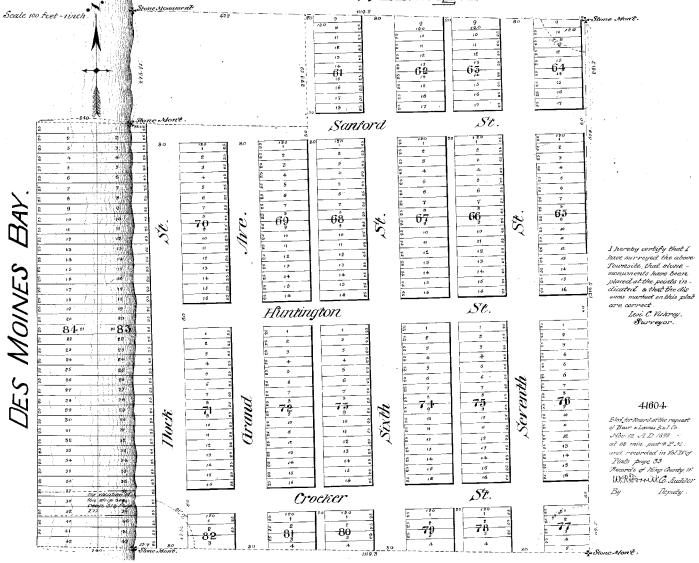
DATED: March 1/0, 2012



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Order: 70033000 Doc: KC:2012 20120323001749





Territory of Washington ss

Country of Fierce Southern Pacific Land.

Country of Fierce Mann all men by these presents, that the Southern Pacific Land.

Company, a corporation, duly organized & existing under and by virtue of the laws of Mashington Territory, does hereby lay out and plat into virous of the lars of Mashington Levitzing does never y and act of the told truntots, streets a allegs the following described tract of land, via all of the number American (17) in Toureship No Twenty Two (22) North, Range No Four (4) East of Willamette Meridian, except therefrom Two is one half (24) Stores of said lot from the North Hest Corner thereof, described and howeded as limmencing about Northwest corner of said lot for the said and howeded as limmencing about Northwest corner of said lot for the said and howeded as limmencing about Northwest corner of said lot to running thence Basterty Four Hundred to Twenty Nine (429) feet, thence South Two Kinedred and Severity Nine & 2 (279 22) feet, thence West Three Hundred & fifty & 16, (300 10, feet, more or less, to share of Puget Sound, thence Northering along the shore of Puget Sound to the place, of legioning mich is hereafter tonown as "Our of Thes Mornes, King Gung Washington"—and we do hereby donate & desticate to the uses of the public for ver all the Streets & Alleys, sown on this plat, reserving all right to establish & maintain all street railway lines, water so gas pipos through said streets is alleys as are shown on this plat.

kereunto set our hands and seals this 11th day of November A.D.188 Ham Hamblet W. A. Rosenberger President L. U. Loomis Secretary Secretary

State of Washington. County of Pierce

This is to certify that on this 12th day of November A.D. 1889. W.A. Rosenberger, President, and L. U. Leonis, of Avocance of the "Southern Pacific Land Company" personally appeared before me the undersigned, a Notary Public in and for Fierce. County Nashington Territory, to me tenoun to be the individuals, described in & who executed the foregoing instrument as Pres. ident & Secretary of said "Southern Pacific Land Company" & ac knowledged to me that they executeded the same freely a voluntarily for the uses & purposes therein set forth

In Wilness who reof I have hereunto set my hand, a office the day a year in this Certificate, above written.

E.E. Bair Notary Public in and for Fierce County, W. T.